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CENTRAL U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

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11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 L.A. PRINTEX INDUSTRIES, INC., a
14 California Corporation

15 Plaintiff,

16 vs.

17 AEROPOSTALE, a Delaware
18 Corporation; CHARLOTTE RUSSE, a
19 California Corporation; KOHLS, a
20 Wisconsin Corporation; MS. BUBBLES,
21 a California Corporation; UNGER
22 FABRIK, LLC, a California Corporation;
23 and DOES 1 through 10,
24 Defendants.

Case No.: cv08-07085 DDP (Ex)

FIRST AMENDED COMPLAINT
FOR:

1. COPYRIGHT INFRINGEMENT;
AND

2. VICARIOUS AND/OR
CONTRIBUTORY COPYRIGHT
INFRINGEMENT.

Jury Trial Demanded

25 L.A. Printex Industries, Inc. ("Plaintiff"), by and through its undersigned
26 attorneys, hereby prays to this honorable Court for relief based on the following:
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INTRODUCTION

Plaintiff creates and obtains rights to unique two-dimensional graphic artworks for use on textiles, which textiles are transacted primarily in the fashion industry. Plaintiff owns these designs in exclusivity and makes sales of products bearing these designs for profit. Plaintiff's business is predicated on its ownership of these designs and it spends a considerable amount of time and resources creating and obtaining top-quality, marketable and aesthetically-appealing designs. Customers of Plaintiff, including Defendants herein, take design samples with the understanding and agreement that they will only utilize Plaintiff to reproduce said designs should they wish to do so, and will not seek to make minor changes to Plaintiff's proprietary work to reproduce the same elsewhere, yet use those designs in furtherance of their business, including advertising, in violation of both their contractual agreement with Plaintiff and Plaintiff's copyrights.

JURISDICTION AND VENUE

1. This action arises under the Copyright Act of 1976, Title 17 U.S.C., § 101 *et seq.*

2. This Court has federal question jurisdiction under 28 U.S.C. § 1331(m), 1338 (a) and (b).

3. Venue in this judicial district is proper under 28 U.S.C. § 1391(c) and 1400(a) in that this is the judicial district in which a substantial part of the acts and omissions giving rise to the claims occurred.

PARTIES

4. Plaintiff L.A. Printex Industries, Inc. is a corporation organized and existing under the laws of the State of California with its principal place of business located at 3270 East 26th Street, Vernon, California 90023.

1 5. Plaintiff is informed and believes and thereon alleges that Defendant
2 AEROPOSTALE, Inc. ("AEROPOSTALE") is a corporation organized and existing
3 under the laws of the State of Delaware, with its principal place of business at 112
4 West 34th Street, New York City, NY 10120 and is doing business in and with the
5 State of California.

6 6. Plaintiff is informed and believes and thereon alleges that Defendant
7 CHARLOTTE RUSSE, Inc. ("CHARLOTTE RUSSE") is a corporation organized
8 and existing under the laws of the State of California, with its principal place of
9 business at 4645 Moreno Blvd., San Diego, CA 92117, and is doing business in and
10 with the State of California.

11 7. Plaintiff is informed and believes and thereon alleges that Defendant
12 KOHLS DEPARTMENT STORE, Inc. ("KOHLS") is a corporation organized and
13 existing under the laws of the State of Wisconsin, with its principal place of business
14 at N56 W 17000 Ridgewood Drive, Menomonee Falls, WI 53051 and doing business
15 in and with the State of California.

16 8. Plaintiff is informed and believes and thereon alleges that Defendant MS.
17 BUBBLES, INC. ("MS. BUBBLES") is a corporation organized and existing under
18 the laws of the State of California, with its principal place of business at 2731
19 Alameda Street, Los Angeles, CA 90058, and is doing business in and with the State
20 of California.

21 9. Plaintiff is informed and believes and thereon alleges that Defendant
22 UNGER FABRIK, LLC ("UNGER") is a corporation organized and existing under
23 the laws of the State of California, with its principal place of business at 2857- A E.
24 Pico Blvd, Los Angeles, CA, 90023, and is doing business in and with the State of
25 California.

26 10. Plaintiff is informed and believes and thereon alleges that some of
27 Defendants DOES 1 through 3, inclusive, are manufacturers and/or vendors of
28

1 garments to Defendant, which DOE Defendants have manufactured and/or supplied
2 and are manufacturing and/or supplying garments comprised of fabric printed with
3 Plaintiff's copyrighted Design No. G70132 without Plaintiff's knowledge or consent
4 or have contributed to said infringement. The true names, whether corporate,
5 individual or otherwise of Defendants DOES 1-3, inclusive, are presently unknown
6 to Plaintiff, which therefore sues said Defendants by such fictitious names and will
7 seek leave to amend this complaint to show their true names and capacities when
8 same have been ascertained.

9 11. Defendants DOES 4 through 10, inclusive, are other parties not yet
10 identified who have infringed Plaintiff's copyrights, have contributed to the
11 infringement of Plaintiff's copyrights, or have engaged in one or more of the
12 wrongful practices alleged herein. The true names, whether corporate, individual or
13 otherwise, of Defendants 4 through 10, inclusive, are presently unknown to Plaintiff,
14 which therefore sues said Defendants by such fictitious names, and will seek leave to
15 amend this Complaint to show their true names and capacities when same have been
16 ascertained.

17 12. Plaintiff is informed and believes and thereon alleges that at all times
18 relevant hereto each of the Defendants was the agent, affiliate, officer, director,
19 manager, principal, alter-ego, and/or employee of the remaining Defendants and was
20 at all times acting within the scope of such agency, affiliation, alter-ego relationship
21 and/or employment; and actively participated in or subsequently ratified and
22 adopted, or both, each and all of the acts or conduct alleged, with full knowledge of
23 all the facts and circumstances, including, but not limited to, full knowledge of each
24 and every violation of Plaintiff's rights and the damages to Plaintiff proximately
25 caused thereby.
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CLAIMS RELATED TO DESIGN NO. G70132

13. Prior to the conduct complained of herein, Plaintiff composed an original two-dimensional artwork for purposes of textile printing. It allocated this design Plaintiff's Internal Design Number G70132 ("Subject Design") (a copy of the Subject Design is attached hereto as Exhibit 1).

14. Plaintiff applied for and received copyright registration for the Subject Design on December 19, 2005, with the Subject Design being granted the assignment of Registration No. VA 1-344-918 (a copy of which is attached hereto as Exhibit 2). Plaintiff has never assigned, transferred, or given up any ownership interest in the Subject Design.

15. Plaintiff is informed and believes and thereon alleges that, without Plaintiff's authorization, Defendant MS. BUBBLES created, manufactured, caused to be manufactured, imported, distributed, and/or sold fabric and/or garments comprised of fabric featuring a design which is identical to, or substantially similar to, the Subject Design, and that the garments comprised of that fabric were sold to the public by AEROPOSTALE and other yet-unnamed defendants. An exemplar of these garments is attached hereto as Exhibit "3". Exhibit "3" is not meant to be inclusive of all cuts and styles of said garments.

16. Plaintiff is informed and believes and thereon alleges that, without Plaintiff's authorization, Defendant UNGER created, manufactured, caused to be manufactured, imported, distributed, and/or sold fabric and/or garments comprised of fabric featuring a design which is identical to, or substantially similar to, the Subject Design, and that the garments comprised of that fabric were sold to the public by KOHLS, CHARLOTTE RUSSE and other yet-unnamed defendants. An exemplar of these garments is attached hereto as Exhibit "4". Exhibit 4 is not meant to be inclusive of all cuts and styles of said garments.

1 17.Plaintiff is informed and believes and thereon alleges that, in spite of their
2 receipt of the aforementioned cease and desist demand letters from Plaintiff,
3 Defendants continued to sell Infringing Garments in its retail stores in violation of
4 Plaintiff's rights as the copyright proprietor and owner of the Subject Design.
5

6 **FIRST CLAIM FOR RELIEF**

7 (For Copyright Infringement - Against All Defendants, and Each)

8 18.Plaintiff repeats, realleges and incorporates herein by reference, as though
9 fully set forth, the allegations contained in Paragraphs 1 through 17, inclusive, of this
10 Complaint.

11 19.Plaintiff is informed and believes and thereon alleges that Defendants, and
12 each of them, had access to the Subject Design, including, without limitation,
13 through (a) access to Plaintiff's showroom and/or design library; (b) access to
14 illegally distributed copies of the Subject Design by third-party vendors and/or DOE
15 Defendants, including without limitation international and/or overseas converters
16 and printing mills; and (c) access to Plaintiff's strike-offs and samples.

17 20.Plaintiff is informed and believes and thereon alleges that one or more of
18 the Defendants manufactures garments and/or is a garment vendor. Plaintiff is
19 further informed and believes and thereon alleges that said Defendant(s) has an
20 ongoing business relationship with Defendant retailers, and each of them, and
21 supplied garments to said retailers, which garments infringed the Subject Design in
22 that said garments were composed of fabric which featured unauthorized print
23 designs that were identical or substantially similar to the Subject Design.

24 21.Plaintiff is informed and believes and thereon alleges that Defendants, and
25 each of them, infringed Plaintiff's copyright by creating, making and/or developing
26 directly infringing and/or derivative works from the Subject Design and by
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1 producing, distributing and/or selling Infringing Garments through a nationwide
2 network of retail stores and through on-line websites.

3 22. Due to Defendants' acts of infringement, Plaintiff has suffered substantial
4 damages to its business in an amount to be established at trial.

5 23. Due to Defendants' acts of infringement, Plaintiff has suffered general and
6 special damages in an amount to be established at trial.

7 24. Due to Defendants' acts of copyright infringement as alleged herein,
8 Defendants, and each of them, have obtained direct and indirect profits they would
9 not otherwise have realized but for their infringement of the Subject Design. As
10 such, Plaintiff is entitled to disgorgement of Defendant's profits directly and
11 indirectly attributable to Defendant's infringement of the Subject Design in an
12 amount to be established at trial.

13 25. Due to Defendants' acts of infringement, Plaintiff is informed and believes and thereon alleges that Defendants, and
14 each of them, have continued to import, manufacture, cause to be manufactured
15 and/or sell Infringing Garments after Plaintiff demanded that they cease and desist
16 from engaging in same. Therefore, Defendants' acts of copyright infringement as
17 alleged above were, and continue to be, willful, intentional and malicious, subjecting
18 Defendants, and each of them, to liability for statutory damages under Section
19 504(c)(2) of the Copyright Act in the sum of up to one hundred fifty thousand dollars
20 (\$150,000) per infringement. Further, Defendants', and each of their, willful and
21 intentional misappropriation and/or infringement of Plaintiff's copyrighted Subject
22 Design renders Defendants, and each of them, liable for statutory damages as
23 described herein. Within the time permitted by law, Plaintiff will make its election
24 between actual damages and statutory damages.

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SECOND CLAIM FOR RELIEF

(For Vicarious and/or Contributory Copyright Infringement - Against All Defendants, and Each)

26. Plaintiff repeats, realleges and incorporates herein by reference as though fully set forth the allegations contained in Paragraphs 1 through 25, inclusive, of this Complaint.

27. Plaintiff is informed and believes and thereon alleges that Defendants knowingly induced, participated in, aided and abetted in and profited from the illegal reproduction and/or subsequent sales of garments featuring the Subject Design as alleged hereinabove.

28. Plaintiff is informed and believes and thereon alleges that Defendants, and each of them, are vicariously liable for the infringement alleged herein because they had the right and ability to supervise the infringing conduct and because they had a direct financial interest in the infringing conduct.

29. By reason of the Defendants', and each of their, acts of contributory infringement as alleged above, Plaintiff has suffered and will continue to suffer substantial damages to its business in an amount to be established at trial, as well as additional general and special damages in an amount to be established at trial.

30. Due to Defendants' acts of copyright infringement as alleged herein, Defendants, and each of them, have obtained direct and indirect profits they would not otherwise have realized but for their infringement of the Subject Design. As such, Plaintiff is entitled to disgorgement of Defendants' profits directly and indirectly attributable to Defendants' infringement of the Subject Design, in an amount to be established at trial.

31. Plaintiff is informed and believes and thereon alleges that Defendants, and each of them, have continued to manufacture and/or sell Infringing Garments after Plaintiff demanded that they cease and desist from engaging in same. Therefore,

Defendants' acts of copyright infringement as alleged above were, and continue to be, willful, intentional and malicious, subjecting Defendants, and each of them, to liability therefore, including statutory damages under Section 504(c)(2) of the Copyright Act in the sum of one hundred fifty thousand dollars (\$150,000) per infringement. Further, Defendants', and each of their, willful and intentional misappropriation and/or infringement of Plaintiff's copyrighted Subject Design renders Defendants, and each of them, liable for statutory damages as described herein. Within the time permitted by law, Plaintiff will make its election between actual damages and statutory damages.

PRAYER FOR RELIEF

Wherefore, Plaintiff prays for judgment as follows:

Against All Defendants

1. With Respect to Each Claim for Relief

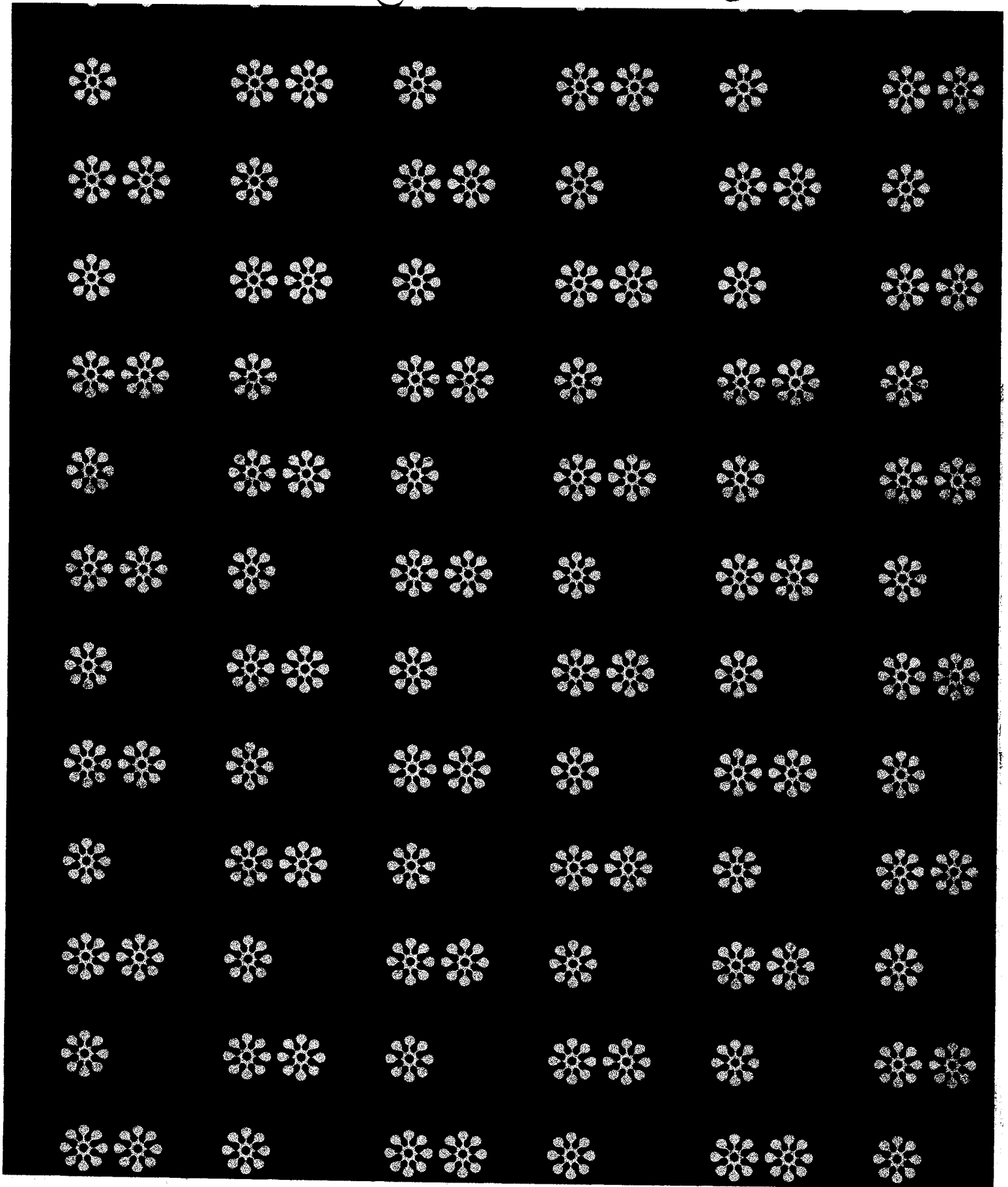
- a. That Defendants, their agents and servants be enjoined from selling product, or otherwise, infringing Plaintiff's copyright in the Subject Design;
- b. That Plaintiff be awarded all profits of Defendants plus all losses of Plaintiff, the exact sum to be proven at the time of trial, or, if elected before final judgment, statutory damages as available under the Copyright Act, 17 U.S.C. § 101 et seq.;
- c. That Plaintiff be awarded its attorneys' fees as available under the Copyright Act 17 U.S.C. § 101 et seq.;
- d. That Plaintiff be awarded pre-judgment interest as allowed by law;
- e. That Plaintiff be awarded the costs of this action; and
- f. That Plaintiff be awarded such further legal and equitable relief as the Court deems proper.

1 Plaintiff demands a jury trial pursuant to Fed. R. Civ. P. 38 and the 7th
2 Amendment to the United States Constitution.

3
4 Dated: February 26, 2008

DONIGER LAW FIRM APC

5
6 By: /S/ Stephen M. Doniger
7 Stephen M. Doniger, Esq.
8 Attorneys for Plaintiff
9 L.A. PRINTEX INDUSTRIES, INC.
10



G70132

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Margaret Peters

Form VA
For a Window of the Visual Arts
UNITED STATES COPYRIGHT LAW
VA 1-344-918

STATE OF REGISTRATION

DEC 19 2008

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NOTE

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See general instructions on the inside back cover.

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☐ CONFERENCE
 OFFICE

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Exhibit
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is stated. These cannot be used
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Gift Card will be issued for all
purchases.



— *Journal of the American Medical Association*, 1997

KOHL'S

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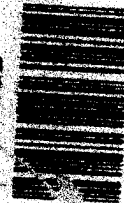
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KOHL'S

McKinney
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